



## SOLICITATION AMENDMENT

Solicitation No. **VSQ06-053**

Amendment No: 1

Solicitation Due Date: February 28, 2006

Page 1

3:00 P.M.

**Arizona Department of Veterans' Services**

4141 N. 3<sup>rd</sup> Street  
Phoenix, AZ 85012  
(602) 263-1814  
(602) 222-6687 fax

Contact: Diana Martinez  
Phone : (602) 263-1814

A signed copy of this amendment must be submitted with your Solicitation Response. This Solicitation is amended as follows:

1. Replace fax number on page one (1) under **SOLICITATION SUBMITTAL** with fax number (602) 222-6687.

Vendor hereby acknowledges receipt and understanding of above amendment

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title:

\_\_\_\_\_  
Name of Company:

The above referenced Solicitation Amendment is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 2006 in Phoenix, Arizona.

\_\_\_\_\_  
Signature

Name: Tammy Vogel

Title: Procurement Administrator



**REQUEST FOR QUOTATION**  
Quotations will be accepted until 3:00 p.m. MST on  
February 28, 2006

**ARIZONA DEPARTMENT  
OF VETERANS' SERVICES**  
4141 N. 3<sup>RD</sup> STREET  
PHOENIX, AZ 85012

RFQ NO.: VSQ06-053

**SOLICITATION NUMBER:** VSQ06-053  
**SOLICITATION DUE DATE/TIME:** February 28, 2006 at 3:00 P.M. Mountain Standard Time

**CONTRACT DELIVERY:** Thirty days after receipt of order.

**DESCRIPTION OF PROCUREMENT:** Parking Lot Sweeping Services

**SOLICITATION SUBMITAL:** **OFFERS MAY BE SUBMITTED BY FACSIMILE TO 602-248-1585  
OR DELIVERED TO THE FOLLOWING ADDRESS.**

Arizona Department of Veterans' Services  
Arizona State Veterans Home  
4141 N. 3<sup>rd</sup> Street  
Phoenix, Arizona 85012

In accordance with A.R.S. §41-2535, A.A.C.R2-7-336. Quotations for the materials or services specified will be received by the Arizona Department of Veterans' Services Procurement Office at the above specified location until the time and date cited above.

Quotations must be in the actual possession of the Arizona Department of Veterans' Services Procurement Office on or prior to the time and date, and at the submittal location indicated above. **Late Quotations will not be considered.**

Although it is recommended that Quotations be returned via facsimile, quotations may also be completed in ink or typewritten and delivered to the above address.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Tammy Vogel  
Procurement Officer

602-263-1828  
Telephone Number

Date: February 10, 2006

**VENDOR NOTICE – THIS IS NOT A PURCHASE ORDER**



**REQUEST FOR QUOTATION**  
Quotations will be accepted until 3:00 p.m. MST on  
February 28, 2006

**ARIZONA DEPARTMENT  
OF VETERANS' SERVICES**  
4141 N. 3<sup>RD</sup> STREET  
PHOENIX, AZ 85012

**RFQ NO.: VSQ06-053**

~~The terms and conditions of this request should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule and discount for early payment shall be indicated below. Return one original copy of the Request for Quote (RFQ) by 3:00 P.M. MST on February 28, 2006, to 4141 North Third Street, Phoenix, AZ 85012. Please reference the Buyer's name and the RFQ number on the outside of the return envelope (not applicable to faxed responses if requested below).~~

**DELIVERY LOCATION:** 4141 North Third Street, Phoenix, And Arizona 85012

**BUYER:** Diana Martinez

This is a Request for Quotation (RFQ) for: PARKING LOT SWEEP SERVICE

**\*\*\*THIS SECTION MUST BE COMPLETED BY VENDOR\*\*\***

The undersigned hereby offers and agrees to furnish the materials, services, or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with the state of Arizona Uniform Terms and Conditions.

As referenced by paragraph three (3), "Payment Discount" of the "Instructions for Quotations," the price(s) quoted herein can be discounted by \_\_\_\_\_%, if payment is made within \_\_\_\_\_ days.

Delivery shall be made \_\_\_\_\_ calendar days after receipt of order. Sales Tax Percent: \_\_\_\_\_%

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State/Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Date

Email Address: \_\_\_\_\_ Website Address: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ AZ Transaction (Sales) Privilege Tax License No. \_\_\_\_\_

**ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)**

*Your offer is hereby accepted. The Contractor is now bound to sell the materials, services, or construction listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the State.*

*This Contract shall henceforth be referenced as Contract No. \_\_\_\_\_*

*AWARDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.*

\_\_\_\_\_  
Tammy Vogel, Purchasing Officer



## INSTRUCTIONS FOR QUOTATIONS

RFQ NO.: VSQ06-053

ARIZONA DEPARTMENT  
OF VETERANS' SERVICES  
4141 N. 3<sup>RD</sup> STREET  
PHOENIX, AZ 85012  
602-263-1814

**UNIFORM INSTRUCTIONS TO OFFERORS AND UNIFORM TERMS AND CONDITIONS:** The State of Arizona's Uniform Terms and Conditions and Instructions to Offerors are hereby incorporated by reference. It is the offeror's responsibility to obtain the current revision of these documents. These documents may be accessed through Enterprise Procurement Services (EPS) at <http://www.azeps.az.gov> or (602) 542-5511 and by calling the Arizona Department of Veterans' Services (602-263-1814).

**SUBMISSION:** Quotations shall be signed by the offeror where applicable and delivered as designated no later than the date and time indicated on the first page of the document.

**OPENING:** This is an informal quotation, which will not be read at a public opening; however, the information may be publicly reviewed after an award.

**BID REJECTION:** The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.

**ERASURE:** Erasures, inter-lineation or other modifications must be initialed by the individual signing the Request for Quotation.

**BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance, which is desired. Any bid that proposes like quality, design or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request of Quotation.

**UNIT PRICE:** In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the vendor in preparing the Quotation confers no right for the withdrawal of the quotation after it has been opened.

**REFERENCES:** Offerors shall submit the names and telephone numbers of contact of existing customers using the type of service requested. At least three (3) references must be submitted on the offeror's prior experience questionnaire.

**EVALUATION (RFQ/FOD):** In accordance with the Arizona Procurement Code 41-2535, procurements not exceeding an aggregate amount of fifty thousand dollars (\$50,000), awards shall be made to the responsible bidder submitting the quotation that is most advantageous to the state and conforms to the solicitation.

**DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on the full amount of the invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

**FEDERAL IMMIGRATION AND NATIONALITY ACT:** The contractor(s) shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor(s) shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor(s) and/or any subcontractor(s) be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspensions of work, cancellation of the contract and suspension and/or debarment of the contractor.

**SOLICITATION AMENDMENTS:** The Fax-On-Demand system is unable to determine which potential offerors will be submitting a quotation; therefore, prior to offerors submitting their quotations, the offeror may contact the contract Officer, identified on Page 1 of this solicitation document, to determine if there are any amendments.

**REASONS FOR CANCELLATION:** Failure to provide materials, supplies or instruments in accordance with specifications or failure to meet the stated delivery commitment, shall be cause to IMMEDIATE cancellation of the contract.

**VENDOR REGISTRATION:** Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed Form W-9 on file with the Financial Services Division. No payments shall be made until the forms are on file. For questions pertaining to this paragraph, vendors may contact Deb Ludington at (602)-351-6881.

**ARIZONA PROCUREMENT CODE:** The Arizona Procurement Code (A.R.S. Title 41), Chapter 23 is available at most public libraries; A.C.C.R. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the D.H.S. Procurement Office.

**QUESTIONS:** Questions concerning this solicitation may be directed to Diana Martinez (602) 263-1814.



## SPECIAL TERMS AND CONDITIONS

RFQ NO.: **YSQ06-053**

**ARIZONA DEPARTMENT  
OF VETERANS' SERVICES  
4141 N. 3<sup>RD</sup> STREET  
PHOENIX, AZ 85012  
602-263-1814**

**PURPOSE:** Pursuant to provisions of the Arizona Procurement Code, ARS 41-2501 et seq., the State of Arizona, Department of Veterans' Services located at 4141 North 3<sup>d</sup> Street, Phoenix, AZ 85012 intends to establish a contract for the material or services listed herein in this solicitation.

**TERM OF CONTRACT (1 YEAR):** The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein.

**CONTRACT EXTENSION, 48 MONTHS:** By mutual written agreement, any resultant contract may be extended in twelve (12) month increments for a maximum of four (4) years. The contract term shall not exceed a total of five (5) years from the date of the contract award, or \$50,000, whichever comes first.

**CONTRACT TYPE:**

☒ Fixed Price

**LICENSES:** The Contractor shall maintain in current status, all certifications, and federal, state and local licenses and permits required for the operation of the business conducted by the contractor. At contract award, Contractor shall furnish proof if requested by the Arizona Department of Veterans' Services.

**AMENDMENTS:** Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the Arizona Department of Veterans' Services. Any such amendment shall specify an effective date, any increase or decreases in the amount of the Contractors' compensation if applicable and entitled as an "Amendment," and signed by the parties identified in the preceding sentence. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any persons, shall be used or construed as an amendment or modification or supplementation to the contract.

**AUTHORITY TO CONTRACT:** This contract activity is issued under the authority of the Department of Veterans' Services, Purchasing Officer. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Purchasing Officer of the Department of Veterans' Services in the form of an official contract amendment. Any attempt to offer any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the Legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

**AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR:** Funds are not presently available for performance under this contract beyond the current fiscal year. The State's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the State for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.

**CANCELLATION (IMMEDIATE):** This contract is critical to the State of Arizona and the State reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any term, promise, or condition of the contract. The State will issue written notice of default effective at once and not deferred by any interval of time.

**CIVIL RIGHTS:**

- A. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 and in accordance with said Act, no person on the grounds of race, color, sex, creed, religion, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any service or activity under this contract.
- B. Contractor agrees to comply with the State of Arizona Executive Order Number 75-5 (PROHIBITION OF DISCRIMINATION OF STATE CONTRACT, NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS), which is hereby made a part of this contract by reference. Notice to employees and applicants setting forth the provisions of this nondiscrimination clause, as required by Paragraph of said Executive Order are required for posting by the Contractor.



## SPECIAL TERMS AND CONDITIONS

RFQ NO.: VSQ06-053

ARIZONA DEPARTMENT  
OF VETERANS' SERVICES  
4141 N. 3<sup>RD</sup> STREET  
PHOENIX, AZ 85012  
602-263-1814

- C. Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, which prohibits discrimination against any employee or applicant because of race, color, sex, creed or national origin.
- D. In addition, Contractor agrees to comply with the Federal Immigration Reform Act, Clear Air and Water Act, and Americans with Disabilities Act and the Arizonans with Disabilities Act.

**DOCUMENTS:** Submission of additional terms, conditions, or agreements with the bid document may result in bid rejection.

**ESTIMATED USAGE:** The contract shall be on an as needed, if needed basis. The State makes no guarantee as to the number of service units required.

### **INSURANCE:**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

### **INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$ 500,000
- Personal and Advertising Injury \$ 500,000
- Blanket Contractual Liability – Written and Oral \$ 500,000
- Fire Legal Liability \$ 25,000
- Each Occurrence \$ 500,000

a. Policy shall be endorsed to **include master key coverage**.

b. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials,***



## SPECIAL TERMS AND CONDITIONS

RFQ NO.: VSQ06-053

ARIZONA DEPARTMENT  
OF VETERANS' SERVICES  
4141 N. 3<sup>RD</sup> STREET  
PHOENIX, AZ 85012  
602-263-1814

*agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".*

- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

d. Policy shall be endorsed to **include coverage for Broad Form Property Damage.**

### 2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$ 500,000

- a. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".*

### 3. **Worker's Compensation and Employers' Liability**

Workers' Compensation

Statutory

Employers' Liability

Each Accident

\$ 100,000

Disease – Each Employee

\$ 100,000

Disease – Policy Limit

\$ 100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.



## SPECIAL TERMS AND CONDITIONS

RFQ NO.: VSQ06-053

ARIZONA DEPARTMENT  
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4141 N. 3<sup>RD</sup> STREET  
PHOENIX, AZ 85012  
602-263-1814

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

### **PAYMENT:**

The state will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.

**ORDERING INSTRUCTIONS:** Authorization for purchases under the Terms and Conditions of this contract will be made only upon issuance of a purchase document signed by an authorized agent. The purchase document will specify the service requested, delivery instructions and any other pertinent information required. All State and vendor documents must reference the resultant purchase document by number.

**PRICE ADJUSTMENT: (AFTER 1 YEAR)** The Arizona Department of Veterans' Services may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Arizona Department of Veterans' Services shall determine whether the requested price increase or an alternate option is in the best interest of the State. The contractor shall offer the State a price reduction on the contract products concurrent with a published price reduction made to other customers. The price increase adjustment, if approved, will be effective up the first day of the month following approval.

**INVOICING:** Invoices must be submitted on an all-inclusive basis. ADVS will not reimburse any item other than the all-inclusive rate multiplied by the number of goods that were provided. Invoice shall include the purchase order number.

**PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of the contract and shall become effective upon notice.

**SAFETY STANDARDS:** All equipment and/or supplies utilized under this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and The National Fire Protection Association Standards and Maricopa County Regulations (VOC's).

**TAX EXEMPTION:** The facility listed within this solicitation has been granted a tax exempt status. The Department will provide the awarded Contractor(s), on an annual basis, a copy of the tax exemption certificate.

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):** The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services





## SPECIAL TERMS AND CONDITIONS

RFQ NO.: VSQ06-053

ARIZONA DEPARTMENT  
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PHOENIX, AZ 85012  
602-263-1814

(ADHS) in the course of performance of the contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

**FEDERAL IMMIGRATION AND NATIONALITY ACT:** The contractor(s) shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor(s) shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor(s) and/or any subcontractor(s) be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspensions of work, cancellation of the contract and suspension and/or debarment of the contractor.

**OFFSHORE PERFORMANCE OF WORK PROHIBITED:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers



## SPECIFICATIONS

ARIZONA DEPARTMENT  
OF VETERANS' SERVICES  
4141 N. 3<sup>RD</sup> STREET  
PHOENIX, AZ 85012  
602-263-1814

RFQ (FOD) NO.: VSQ06-053

### **PURPOSE:**

It is the intention of the Arizona Department of Veterans' Services (ADVS) is to seek offers, and to enter into a contract to provide cleaning services for the ADVS parking lot.

### **SCOPE OF SERVICES:**

The Contractor will be responsible for cleaning Debris on the parking lot surface and curb crevices, and adjacent walkways.

### **REQUIREMENTS:**

- A. The contractor shall provide personnel that have extensive knowledge and experience with the processes and procedures.
- B. The contractor shall maintain speed limit in parking lot for the safety of residents who reside at Arizona State Veterans Home.
- C. The contractor shall follow safety guidelines for parked vehicles, residents and visitors.
- D. The contractor shall provide the services between the hours of 8:00 P.M. through 6:00 A.M.
- E. The contractor shall provide parking lot sweep services with professional Sweeper Trucks according to the following schedule:
  - 1. January 1<sup>st</sup> through December 31<sup>st</sup> weekly  
PRICE PER WEEKLY SERVICE
- F. The contractor shall provide references on Attachment A, page 12, for three similar sized organizations where services of a similar nature have been preformed.
- G. The contractor shall provide an equipment list on Attachment B, page 13, which will be used to perform the described services.

### **NOTICES, CORRESPONDENCE, REPORTS, INVOICES AND PAYMENTS**

- A. Invoices shall be submitted to on a quarterly basis within thirty (30) days after the end of each month. The invoices shall be sent to the following address:  
Arizona Department of Veterans' Services  
3839 N. Third Street, Suite 109  
Phoenix, AZ 85012
- B. Invoices shall be paid by ADVS within thirty (30) days following receipt of the invoice. In the case of any dispute regarding part of any invoice, ADVS shall pay the undisputed part according to the payment terms described above.
- C. Notices, Correspondence, Reports and Payments from The Department to the Contractor shall be sent to:  
Contractor  
Address  
Address  
City, State, Zip



PRICE SHEET

ARIZONA DEPARTMENT  
OF VETERANS' SERVICES  
4141 N. 3<sup>RD</sup> STREET  
PHOENIX, AZ 85012  
602-263-1814

RFQ (FOD) NO.: VSQ06-053

Description	Price
January 1 <sup>st</sup> , through December 31 <sup>st</sup> Weekly	Price per Weekly \$ _____
*Service shall include all labor, equipment and supplies required to meet the requirements.	

**Please check as many as applicable:**

\_\_\_\_ I certify that my company is a Woman-Owned Business Enterprise (WBE).

A WBE is defined as an enterprise where a woman owns at least 51% of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

\_\_\_\_ I certify that my company is a Minority-Owned Business Enterprise (MBE).

An MBE is defined as an enterprise where an ethnic minority owns at least 51% of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

\_\_\_\_ I certify that my company is a Small Business.

A Small Business is defined as a company having fewer than one hundred (100) employees or less than four million dollars (\$4,000,000) in gross receipts.



# CERTIFICATE OF INSURANCE

**ARIZONA DEPARTMENT OF  
VETERANS' SERVICES**  
4141 n. 3<sup>RD</sup> Street  
Phoenix, AZ 85012  
602-263-1814

FOD# VSQ06-053

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DEPARTMENT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW, THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS

NAME AND ADDRESS OF INSURANCE AGENCY	<b>A</b>	COMPANY LETTER	COMPANIES AFFORDING COVERAGE
	<b>B</b>		
Name And Address of Insured	<b>C</b>		
	<b>D</b>		

This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this time

Company Letter		Type of Insurance	Policy Number	Policy Expiration Date	Limits of Liability	
					Minimum – Each Occurrence	
	<input type="checkbox"/>	Comprehensive General Liability				
	<input type="checkbox"/>	Premises Operations				
	<input type="checkbox"/>	Contractual				
	<input type="checkbox"/>	Independent Contractors				
	<input type="checkbox"/>	Products/Completed Operations				
	<input type="checkbox"/>	Personal Injury				
	<input type="checkbox"/>	Broad Form Property Damage				
	<input type="checkbox"/>	Explosion & Collapse (If Applicable)				
	<input type="checkbox"/>	Underground Hazard (If Applicable)				
	<input type="checkbox"/>	Comprehensive Auto Liability Including Non-Owned (If Applicable)				
	<input type="checkbox"/>	Umbrella Liability				
	<input type="checkbox"/>	Workmen's Compensation and Employer's Liability				
	<input type="checkbox"/>	Other				

State of Arizona and the Department named above are added as additional insured as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

Name and Address of Certificate Holder:

Date Issued \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative



**Attachment A: OFFEROR'S PRIOR EXPERIENCE**

**ARIZONA DEPARTMENT  
OF VETERANS' SERVICES  
4141 N. 3<sup>RD</sup> STREET  
PHOENIX, AZ 85012  
602-263-1814**

**RFQ (FOD) NO.: VSQ06-053**

**NOTE:** Bidders must submit Prior Experience Questionnaires for at least three (3) similar sized organizations for whom services of a similar nature have been provided.

Prior Services Performed For: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Person Familiar with Performance: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Description of Prior Services Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Period: From \_\_\_\_\_ To \_\_\_\_\_

Summary of Services Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTE:** Additional copies of this form should be made to provide evidence of additional experience.



**ATTACHMENT B: DEPT. REQUESTED OFFEROR INFORMATION**

**RFQ (FOD) NO.: VSQ06-053**

**ARIZONA DEPARTMENT  
OF VETERANS' SERVICES  
4141 N. 3<sup>RD</sup> STREET  
PHOENIX, AZ 85012  
602-263-1814**

PLEASE LIST ALL EQUIPMENT THAT WILL BE USED FOR THE PURPOSE OF PARKING LOT SWEEPING.

(Include the following information on the equipment: Model, Manufacturer and Year.)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

**ATTACHMENT C: CHECKLIST****RFQ (FOD) NO.: VSQ06-053****ARIZONA DEPARTMENT  
OF VETERANS' SERVICES  
4141 N. 3<sup>RD</sup> STREET  
PHOENIX, AZ 85012  
602-263-1814****REQUEST FOR QUOTATION (FOD)  
CHECKLIST**

The information listed below is supplied for the Contractor's convenience. The list identifies sections that must be completed by the Contractor and additional information that is required to be submitted with the bid.

The checklist must be returned with the bid.

**ITEM****PLEASE CHECK  
WHEN COMPLETED.**

REQUEST FOR QUOTATION  
(PAGE 2)

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INSTRUCTIONS FOR QUOTATIONS  
(PAGE 3)

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SPECIAL TERMS AND CONDITIONS  
(PAGE 4-8)

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CERTIFICATE OF INSURANCE  
(PAGE 9)

(UPON AWARD)

PRICE SHEET  
(PAGE 10)

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ATTACHEMENT A  
(PAGE 12)

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ATTACHMENT B  
(PAGE 13)

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ATTACHMENT C  
(PAGE 14)

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W-9

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